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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 NOI SAI, individually and on behalf of all
13 others similarly situated,

14 Plaintiff,

15 vs.

16 SUN CLINICAL LABORATORIES; and
17 DOES 1 through 20, inclusive,

18 Defendants.

Case No. 22STCV32183

Assigned for all purposes to:
Hon. Theresa Traber
Dept. 1

19 **MEMORANDUM OF POINTS AND**
20 **AUTHORITIES IN SUPPORT OF**
21 **PLAINTIFF'S MOTION FOR**
22 **PRELIMINARY APPROVAL OF**
23 **CLASS ACTION SETTLEMENT**

24 Date: February 11, 2026
25 Time: 10:30 a.m.
26 Dept: 1

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	SUMMARY OF THE LITIGATION	2
III.	SUMMARY OF THE SETTLEMENT	3
A.	Terms of Settlement	3
B.	Proposed Opt-Out and Objection Process	4
C.	Proposed Release	5
IV.	LEGAL ARGUMENTS SUPPORTING PRELIMINARY APPROVAL	5
A.	Provisional Certification of the Class for Settlement is Appropriate	5
B.	The Settlement Meets the Standards for Preliminary Approval	6
1.	The Settlement is Entitled to a Presumption of Fairness	6
2.	The Settlement is Reasonable Given the Strengths of Plaintiff's Claims	
	and the Risks and Expense of Litigation	7
C.	The Requested Service Award for Plaintiff	10
D.	The Requested Attorneys' Fees and Costs	11
V.	CONCLUSION	12

TABLE OF AUTHORITIES

Cases

<i>Bell v. Farmers Ins. Exch.</i> , 115 Cal. App. 4th 715, 726 (2004).....	10
<i>Cellphone Termination Fee Cases</i> , 186 Cal. App. 4th 1380, 1389 (2010)	6, 10
<i>Chavez v. Netflix, Inc.</i> , 162 Cal. App. 4th 43, 66, n.11 (2008)	11
<i>Dunk v. Ford Motor Co.</i> , 48 Cal. App. 4th 1794, 1802 (1996)	6
<i>Kullar v. Foot Locker Retail, Inc.</i> , 168 Cal. App. 4th 116, 129 (2008).....	7
<i>Munoz v. BCI Coca-Cola Bottling Co. of L.A.</i> , 186 Cal. App. 4th 399, 407 (2010)	7
<i>North County Contractor's Ass'n., Inc. v. Touchstone Ins. Servs.</i> , 27 Cal. App. 4th 1085 (1994)	6
<i>Rebney v. Wells Fargo Bank</i> , 220 Cal. App. 3d 1117, 1139 (1991).....	8
<i>Sav-On Drug Stores, Inc. v. Superior Court</i> , 34 Cal. 4th 319, 327 (2004)	6, 13
<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal. App. 4th 224, 250 (2001).....	8

Statutes

Business and Professions Code § 17200, <i>et seq.</i>	2
Civil Code section 1542	5
Lab. Code § 203	9
Lab. Code § 226	9
Lab. Code section 2699(l)(2)	3
Lab. Code section 2699.3(a)	2
Lab. Code section 2699.3(e)	10
Lab. Code section 2699.3(f)	10

Other Authorities

California Rules of Court 3.769 (d) and (e).....	1
California Rules of Court Rule 3.766 (d)-(f)	5
California Rules of Court Rule 3.766(d).....	4

Treatises

Conte & Newberg, <i>Newberg on Class Actions</i> , § 11.26 (4th ed. 2002)	6
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1 **I. INTRODUCTION**

2 Pursuant to California Rules of Court 3.769 (d) and (e), Plaintiff Noi Sai (“Plaintiff”) requests
3 that the Court grant preliminary approval of a class action settlement of wage and hour claims, including
4 a claim under the California Private Attorneys General Act of 2004, codified at Labor Code §§ 2698, *et*
5 *seq.* (“PAGA”), against Defendant Sun Clinical Laboratories (“Defendant”) (collectively, Plaintiff and
6 Defendant referred to as the “Parties”). The settlement releases claims on behalf of all non-exempt
7 employees employed by Defendant in the State of California (individually, “Class Member”; collectively,
8 the “Class”) at any time from April 9, 2018 to June 24, 2024 (the “Class Period”). The basic terms of the
9 Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”)¹ provide for
10 the following:

- 11 (1) A non-reversionary Gross Settlement Amount of \$2,850,000.00 allocated to approximately 356
12 Class Members on a pro rata basis according to the number of weeks each Class Member
13 worked during the Class Period;
- 14 (2) An award of up to one-third of the Gross Settlement Amount (currently \$950,000.00) for
15 services rendered as counsel on this matter and up to \$75,000.00 in reimbursement of costs to
16 Plaintiff’s Counsel;
- 17 (3) Service Payment of up to \$22,500.00 to the Named Plaintiff;
- 18 (4) Settlement Administration fees and costs of up to \$6,450.00; and
- 19 (5) Allocations of \$150,000,000 for resolution of civil penalties under PAGA. Seventy-five percent
20 (75%) of this payment will be paid to the California Labor and Workforce Development Agency
21 (“LWDA Payment”), and twenty-five percent (25%) will be paid to Class Members who worked
22 for Defendant during the PAGA Period (the “Aggrieved Employees”).

23 With each Class Member allocated an average recovery of approximately \$4,600 from the Net
24 Settlement Amount, the Settlement satisfies the criteria for preliminary approval and falls well within

25
26 ¹ A true and correct copy of the fully-executed “Class Action and PAGA Settlement Agreement and
27 Class Notice” is attached as **Exhibit 1** to the Declaration of Alex J. Valle in Support of Plaintiff’s Motion
28 for Preliminary Approval of Class Action Settlement (“Valle Decl.”), filed concurrently herewith. Unless
otherwise defined herein, all capitalized terms in this Motion will be used as such terms are defined and
used in the Settlement.

1 the range of reasonableness given the risks and costs of continued litigation. The Settlement was reached
2 through informed, arms-length bargaining at and after mediation between experienced attorneys. As
3 such, Plaintiff requests that the Court grant preliminary approval of the Settlement, conditionally certify
4 the Class for settlement purposes only, appoint Plaintiff as the Class Representative, appoint Plaintiff's
5 Counsel as Class Counsel, appoint ILYM Group, Inc., Settlement Administrator as the Settlement
6 Administrator, authorize the Settlement Administrator to send notice of the Settlement, and set a final
7 approval hearing date.

8 **II. SUMMARY OF THE LITIGATION**

9 On October 3, 2022, Plaintiff filed a putative class action on behalf of Defendant's non-exempt
10 employees alleging the following causes of action: (1) failure to pay minimum wages; (2) failure to pay
11 overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to
12 reimburse business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to pay
13 wages timely during employment; (8) failure to pay all wages due upon separation of employment; (9)
14 violation of Business and Professions Code § 17200, *et seq.*; for the preceding claims. Valle Decl., ¶ 3.
15 On October 3, 2022, Plaintiff's counsel provided written notice to the LWDA and Defendant regarding
16 Defendant's alleged Labor Code violations, as required by Labor Code section 2699.3(a). *Id.* at Ex. 3. The
17 LWDA did not respond to this notice, indicating it did not intend to investigate, thus allowing Plaintiff to
18 bring a PAGA claim against Defendant. *Id.* at ¶ 3. On January 19, 2023, Plaintiff filed a First Amended
19 the Complaint adding a PAGA claim. Valle Decl., ¶ 4.

20 Through formal discovery, Defendant produced significant amount of documents and information,
21 including Plaintiff's personnel files, policy documents, the class members' contact information, and
22 employees' timekeeping and pay records. Valle Decl., ¶ 4. Plaintiff spoke to employees, and obtained
23 declarations from 7, 5 of whom were deposed. *Id.* Plaintiff also deposed Defendant's person most
24 knowledgeable, while Defendant deposed Plaintiff. *Id.* Plaintiff filed his motion for class certification in
25 2024, and it was granted, in part, in April 2025. *Id.*

26 The Parties attended private mediation three times. Valle Decl., ¶ 6. The first mediation occurred
27 in March 2024 (before the class certification motion had been filed) with Hon. Daniel Buckley. *Id.* This
28 mediation did not result in settlement. *Id.* The Parties attended mediation again in November 2024, after

1 Plaintiff had filed his motion for class certification, but before any opposition had been filed, with Hon.
2 Patricia Lucas. *Id.* This mediation also did not result in settlement. *Id.*

3 After the hearing on the class certification motion, the Parties agreed to attend mediation again with
4 Steven Rottman. Valle Decl., ¶ 7. That mediation resulted in this settlement. *Id.* The Parties spent the next
5 several months negotiating the terms of the Settlement, which was finalized in November of 2025. *Id.* The
6 negotiations were adversarial, conducted at arm's length and tempered by the efforts of both sides to
7 serve the interests of their clients. *Id.*

8 Plaintiff submitted the Settlement to the LWDA pursuant to Labor Code section 2699(1)(2). *Id.*
9 at ¶ 8, Ex. 2.

10 **III. SUMMARY OF THE SETTLEMENT**

11 **A. Terms of Settlement**

12 Plaintiff and Defendant agreed to settle the class claims in exchange for a Gross Settlement
13 Amount of \$2,850,000. Settlement Agreement, § 3.1. The Gross Settlement Amount will be used to
14 make payments for the following: (1) Individual Settlement Payments to Participating Class Members;
15 (2) attorneys' fees to Class Counsel of up to one-third of the Gross Settlement Amount; (3)
16 reimbursement of Class Counsel's litigation costs of up to \$75,000; (4) a Service Payment to Plaintiff
17 of up to \$22,500.00; (5) Settlement Administration fees and costs of \$6,450.00; and (6) a payment to
18 the LWDA of \$150,000.00 pursuant to PAGA. *Id.* at §§ 3.2.1-3.2.5. No portion of the Gross Settlement
19 Amount will revert to Defendant. *Id.* at § 3.1.

20 Class Members do not need to submit a claim form to participate in the Settlement. Settlement
21 Agreement, § 3.1. Pursuant to the Settlement Agreement, Defendant will fully fund the Gross Settlement
22 Amount no later than 30 days after the Effective Date. *Id.* at § 4.3. Class Members' Individual Settlement
23 Payments will be distributed within 14 days after Defendant fully funds the Gross Settlement Amount.
24 *Id.* at § 4.4. Individual Settlement Payments will be calculated by comparing the total number of
25 Workweeks for the Class to each individual Class Member's number of Workweeks. *Id.* at § 3.2.4. The
26 Settlement Administrator will calculate the actual estimated recovery to include in the Class Notice and
27 provide the estimated low and high range of possible recovery at final approval. *Id.* at § 7.4.2; Settlement
28 Agreement, Ex. A (Notice of Class Action Settlement).

1 The Individual Settlement Payments to Class Members will be allocated for tax purposes as
2 follows: 10% to wages; 90% to penalties and interest. Settlement Agreement, § 3.2.4.1. The employer-
3 side payroll taxes on the portion allocated to wages will be paid by Defendant separately from, and in
4 addition to the Gross Settlement Amount. *Id.* at § 3.1. Funds from uncashed or undeliverable checks will
5 be tendered by the Settlement Administrator to the State Controller Unclaimed Property Fund in the name
6 of the Class Member for whom the funds are designated. *Id.* at § 4.4.3.

7 **B. Proposed Opt-Out and Objection Process**

8 Once the Court grants preliminary approval, Defendant will have fifteen days to deliver the Class
9 Data to the Settlement Administrator. Settlement Agreement, § 4.1. The Settlement Administrator will
10 then have fourteen days to send Class Members the Notice of Class Action Settlement (“Class Notice”)
11 by first-class mail after checking for updated addresses through the National Change of Address database.
12 *Id.* at §§ 4.4 -4.4.1, 7.4.2. The Class Notice provides information regarding the nature of the lawsuit, a
13 summary of the substance of the settlement terms, the formula for calculating Individual Settlement
14 Payments, the individual’s estimated payout, a statement that Class Members who take no action will
15 release their claims and receive settlement checks, instructions regarding how to dispute the
16 calculations, instructions regarding how to request exclusion or object to the Settlement, the date for the
17 final approval hearing, the amounts sought for attorneys’ fees and costs, the Settlement Administration
18 Costs, the Class Representative’s Service Payment, and the PAGA allocation. *See* Settlement
19 Agreement, Ex. A (Class Notice).

20 The Class Notice provides instructions for Class Members who choose to exclude themselves
21 from the Settlement. *See* Settlement Agreement §§ 7.4.4, 7.5.1. To opt out, Class Members are instructed
22 to submit a Request for Exclusion to the Settlement Administrator by a specified date (60 days after the
23 date of mailing of the Class Notice). *See* Settlement Agreement, Ex. A (Class Notice), pp. 2, 5. Class
24 Members do not need to submit a claim form to participate in the Settlement. *Id.* at p. 2. Class Members
25 are informed of how they can object to the Settlement, and the Class Notice informs Class Members of
26 the date, time, and location of the final fairness and approval hearing so that they can appear in person.
27 *Id.* at pp. 3, 8. The Class Notice also informs Class Members to check the Administrator's website or
28

1 contact Class Counsel to verify the date and time of the Final Approval Hearing. *Id.* at p. 8. Accordingly,
2 the content of the Class Notice complies with the requirements of California Rules of Court Rule 3.766(d).

3 If Class Notice packets are returned as undeliverable, the Settlement Administrator will perform a
4 skip-trace or other search, and re-mail the Class Notice with an extended deadline, to opt out or object, of
5 14 days from the date of the original deadline. Settlement Agreement, § 7.4.4. The initial 60-day notice
6 period and extension process ensures the notice program provides due process by giving Class Members
7 enough time to determine whether they want to participate in the Settlement. This means of notice is
8 reasonably calculated to apprise Class Members of the pendency of the action. *See* California Rules of
9 Court Rule 3.766 (d)-(f).

10 **C. Proposed Release**

11 The release to be given by Class Members is limited to Defendant and Apollo Medical Holdings,
12 Inc., and each of their former present, and future owners, officers, directors, partners, shareholders,
13 assigns, affiliates, predecessors, successors, parents, and subsidiaries, and all of their current, former,
14 and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint
15 venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal
16 representatives (the “Released Parties”). Settlement Agreement, § 1.39. Under the proposed release,
17 Class Members who do not exclude themselves from the Settlement will be deemed to have released
18 “all claims alleged, or arising from or related to facts and claims alleged or which could have been alleged
19 in the operative complaint, which arose during the Class Period.” *Id.* at § 5.2.

20 Aggrieved Employees, Plaintiff, and California will release the Released Parties from all claims
21 for civil penalties under PAGA as asserted in Plaintiff’s PAGA Notice filed with the LWDA, or claims
22 for civil penalties under PAGA that arise based on the allegations in the PAGA Notice which arose
23 during the PAGA Period. § 5.3.

24 Only Plaintiff will agree to a general release of any and all claims, whether known or unknown,
25 which exist or may exist on Plaintiff’s behalf as of the date of the Settlement, and a waiver of Civil Code
26 section 1542. Settlement Agreement, § 5.1.1.

27 **IV. LEGAL ARGUMENTS SUPPORTING PRELIMINARY APPROVAL**

28 **A. Provisional Certification of the Class for Settlement is Appropriate**

1 The Class was certified by the Court in April 2025, and Plaintiff and Class Counsel were
2 appointed to represent the Class. Valle Decl., ¶ 5. The Class, for purposes of the settlement, is identical
3 to the certified class. *Id.* at ¶ 7. Thus, the Court need not undergo this analysis again.

4 **B. The Settlement Meets the Standards for Preliminary Approval**

5 Preliminary approval is warranted if the settlement falls within a “reasonable range.” *See North*
6 *County Contractor’s Ass’n., Inc. v. Touchstone Ins. Servs.*, 27 Cal. App. 4th 1085, 1089-90 (1994);
7 Conte & Newberg, *Newberg on Class Actions*, § 11.26 (4th ed. 2002). In reviewing the fairness of a
8 class action settlement, due regard should be given to what is “‘otherwise a private consensual
9 agreement between the parties.’” *Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1389
10 (2010). The inquiry “must be limited to the extent necessary to reach a reasoned judgment that the
11 agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties,
12 and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” *Id.*

13 Reasonableness and fairness are presumed where (1) the settlement is reached through “arms-
14 length bargaining”; (2) investigation and discovery are “sufficient to allow counsel and the court to act
15 intelligently”; (3) counsel is “experienced in similar litigation”; and (4) the percentage of objectors “is
16 small.” *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996). The Settlement satisfies the first
17 three factors. Plaintiff will analyze the fourth factor at the final approval stage.

18 **1. The Settlement is Entitled to a Presumption of Fairness**

19 *a. The Settlement is the Result of Arm’s-Length Negotiations*

20 Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless
21 evidence to the contrary is offered. Thus, there is a presumption that settlement negotiations are
22 conducted in good faith. Here, the Settlement was the product of extensive investigation and three full
23 days of mediation sessions with respected mediators (including two former judges) after extensive
24 discovery and determination of Plaintiff’s motion for class certification. Valle Decl. ¶¶ 5-7. The
25 negotiations were adversarial, conducted at arm’s length and tempered by the efforts of both sides to
26 serve the interests of their clients. *Id.* at ¶ 7. The amount of Plaintiff’s requested Service Award was not
27 negotiated until after the Parties agreed to the Gross Settlement Amount and many other terms. *Id.* at ¶
28 21.

1 *b. Plaintiff's Counsel Conducted Sufficient Investigation and Discovery*

2 Plaintiff's Counsel thoroughly investigated the class claims, applicable law, and potential
3 defenses. *See generally*, Valle Decl. In particular, Plaintiff's Counsel certified the class claims after
4 years of litigation and formal discovery, and assessed the damages owed with the help of their expert.
5 Valle Decl., ¶¶ 5-7, 10, 14-18. Accordingly, Plaintiff's Counsel fully understood the strengths and
6 weaknesses of the claims before the Parties reached a settlement. *Id.* at ¶ 13.

7 *c. Plaintiff's Counsel is Experienced in Similar Litigation*

8 Plaintiff is represented by Aegis Law Firm, PC ("Class Counsel"). Class Counsel prosecute wage
9 and hour class actions on behalf of employees and others who have had their rights violated. Valle Decl.
10 ¶¶ 22-34. The attorneys working on this case have been appointed class counsel in many cases, through
11 both contested motions and settlement approval motions, including in this case. *Id.* Thus, Plaintiff's
12 Counsel has extensive experience in similar litigation and should be continue to be appointed as Class
13 Counsel.

14 **2. The Settlement is Reasonable Given the Strengths of Plaintiff's Claims and**
15 **the Risks and Expense of Litigation**

16 Courts have discretion to approve class settlements by assessing several factors, including the
17 "strength of plaintiffs' case, risk, expense, complexity and likely duration of further litigation and risk
18 of maintaining the class action through trial." *Munoz v. BCI Coca-Cola Bottling Co. of L.A.*, 186 Cal.
19 App. 4th 399, 407 (2010); *see Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129 (2008).

20 While Plaintiff and his counsel believed and continue to believe this is a strong case, and had
21 several claims certified, the significant risks and expenses associated with trial on the merits were taken
22 into account. Valle Decl., ¶ 9. To determine if the amount offered at mediation was reasonable, Plaintiff's
23 Counsel weighed that figure against many risk factors. *Id.* at ¶ 10. If Plaintiff continued to prosecute the
24 claims rather than accept a settlement, Plaintiff would have faced deadlines to file a motion for class
25 certification, had to have engaged in more formal written discovery, prepared and filed potential
26 dispositive motions and/or discovery motions, and engaged in extensive trial preparation. *Id.* at ¶ 11.
27 An adverse ruling at any one of these stages could have prevented the Class from obtaining any recovery.
28 *Id.*

1 a. Exposure Analysis

2 A settlement does not have to provide 100% of the damages sought to be considered a fair and
3 reasonable settlement. *See Rebney v. Wells Fargo Bank*, 220 Cal. App. 3d 1117, 1139 (1991). Rather,
4 compromise is expected:

5 Compromise is inherent and necessary in the settlement process . . . even if “the relief afforded
6 by the proposed settlement is substantially narrower than it would be if the suits were to be
7 successfully litigated,” this is no bar to a class settlement because “the public interest may indeed
be served by a voluntary settlement in which each side gives ground in the interest of avoiding
litigation.”

8 *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 250 (2001) (citation omitted). Here, Plaintiff
9 contends that his claims are based on Defendant’s common, class-wide policies and procedures, and
10 that liability could be determined on a class-wide basis without dependence on individual assessments
11 of liability. Valle Decl., ¶ 12. Although the amount of Defendant’s potential exposure – if proven – is
12 substantial, the legitimate and serious risks of succeeding at trial compelled a serious consideration of
13 the benefit of a settlement. *Id.* at ¶ 13.

14 Minimum Wage and Overtime Claims: The Court certified Plaintiff’s minimum wage and
15 overtime claim on the premise that Defendant had a practice of deducting hours worked from Class
16 Members’ paid time when they either did not punch out for a meal period, or when their meal period
17 did not align with its pre-determined minimum hours length metric. Valle Decl., ¶ 14. Plaintiff’s expert
18 estimated that this claim was worth approximately \$256,000. *Id.* Plaintiff obtained full value for this
19 claim. *Id.*

20 Meal Period Claims: The Court certified Plaintiff’s meal period claims on the premise that
21 Defendant failed to authorize second meal periods for employees who worked over 10 hours in one
22 shift; and it failed to pay meal premiums to Class Members for meal period violations that were recorded
23 in the records. Valle Decl., ¶ 15. Plaintiff’s expert estimated that these claims were worth approximately
24 \$1.2 million. *Id.* Defendant argued it had entered into meal period waivers with employees beginning
25 in 2023, that would reduce the value of this claim. *Id.* Plaintiff calculated that such reduction would
26 render the value of this claim at approximately \$951,000. *Id.* Plaintiff obtained that value for this claim.
27 *Id.*

1 Waiting Time and Wage Statement Penalties: Plaintiff's Counsel also considered the arguable
2 presence of various derivative penalties, and weighed the potential recoveries against probable defenses.
3 Valle Decl. ¶ 16. Specifically, Defendant could argue that Plaintiff could not prove the "willful" prong
4 needed to obtain waiting time penalties under Labor Code § 203. *Id.* Additionally, Defendant could argue
5 that Plaintiff could not show that Class Members suffered an "injury" as a result of wage statement
6 violations, as required by Labor Code § 226, or that the wage statements correctly reflected the wages
7 paid and owed. *Id.* Moreover, Plaintiff would not recover any of these derivative penalties if he failed to
8 prove the underlying claims. *Id.* Although the Class arguably could have seen a payout of approximately
9 \$790,000 for waiting time penalties and \$977,000 for wage statement penalties, Plaintiff would not
10 recover any of these derivative penalties if he failed to prove the underlying claims. *Id.* Thus, Plaintiff
11 discounted these claims by 10% after analyzing the risks of proving both claims on the merits at trial,
12 resulting in a realistic value of \$711,000 for the waiting time claim and \$879,300 for the wage statement
13 claim. *Id.*

14 Rest Break and Reimbursement Claims: Plaintiff also alleged claims for rest breaks violations and
15 the failure to reimburse business expenses. Valle Decl. ¶ 17. For the reimbursement claim, Plaintiff
16 alleged that he was required to use his cell phone to communicate with technicians to repair the machines
17 he operated, which continually broke down. *Id.* However, in discovery, Plaintiff conducted an
18 investigation into this claim and interviewed numerous Class Members, and as a result, Plaintiff
19 believed that he could not prove that more than a miniscule amount of employees incurred expenses for
20 which they were not reimbursed. *Id.* Similarly, Plaintiff's claim for rest breaks arose from a policy
21 produced by Defendant that required rest breaks to be taken on premises, which Plaintiff contended was
22 illegal. *Id.* Plaintiff further investigated this claim, but found that Class Member testimony regarding
23 whether these rest break violations occurred would be inconsistent, and, thus, difficult to certify. *Id.*
24 This difficulty was compounded as Defendant had additional rest break policies in effect during the
25 Class Period that could undermine this claim. *Id.* Ultimately, Plaintiff did not move for certification on
26 these claims due to the very low risk of success. *Id.* Instead, Plaintiff assigned these claims a nominal
27 value, and folded the valuations of these claims into the PAGA evaluation. *Id.*

1 PAGA Claim: The PAGA claim presented even higher hurdles. Valle Decl. ¶ 18. Although
2 Plaintiff's Counsel found Defendant's exposure could potentially reach approximately \$911,000 under
3 Lab. Code § 2699(f), assuming the initial penalty rate of \$100 for each pay period, Plaintiff would have
4 to prove a violation in every pay period. *Id.* Most importantly, the Court would have discretion to reduce
5 the PAGA award based on whether the amount of the award would be "unjust, arbitrary and oppressive,
6 or confiscatory." Lab. Code § 2699(e)(2). In theory, the Court could reduce the award by 99% if it so
7 wished. Valle Decl. ¶ 18. Plaintiff was doubtful he could recover many PAGA penalties, especially if a
8 large class judgment was entered for the same violations. *Id.* Moreover, Defendant had entered into meal
9 period waivers with Class Members, and updated their wage and hour policies in response to this lawsuit,
10 while also changing their payroll settings to address future violations. *Id.* Given the changes, Plaintiff
11 believed that the Court likely would not further punish Defendant. *Id.* Additionally, the Court had declined
12 to certify Plaintiff's meal period claim for failure to provide timely meal period, which it found was too
13 individualized to proceed on a Class Basis. *Id.* Plaintiff's Counsel believed that the Court would rule
14 similarly with regard to the rest break claim, making it extremely difficult to prove violations for those
15 claims at trial. *Id.* Accordingly, Plaintiff could not place a high value on the PAGA penalties, and
16 therefore allocated \$150,000.00 of the Gross Settlement Amount to settle these claims. *Id.*

17 **C. The Requested Service Award for Plaintiff**

18 Plaintiff seeks a Service Award of up to \$22,500.00 for accepting the responsibilities of
19 representing the interests of the Class and assuming risks and potential costs that were not borne by any
20 other Class Members. A named plaintiff is eligible for payment that reasonably compensates him or her
21 for undertaking and fulfilling a fiduciary duty to represent absent class members. *See Cellphone*
22 *Termination Fee Cases, supra*, 186 Cal. App. 4th at 1393; *Bell v. Farmers Ins. Exch.*, 115 Cal. App. 4th
23 715, 726 (2004).

24 Here, Plaintiff had the option to pursue his claims individually, but instead chose to pursue this
25 class action, delaying individual recovery until approval of a class action settlement. Valle Decl., ¶ 19.
26 Throughout the case, Plaintiff assisted counsel in gathering the evidence necessary to prosecute the class
27 claims; maintained regular contact with counsel; traveled for his deposition; was deposed for a full day;
28 reviewed countless documents; made himself available on the day of mediation three separate times and

1 communicated with his attorneys during the day of each mediation to answer critical questions;
2 submitted a declaration on behalf of class certification; was appointed as the class representative; was
3 willing to act as a PAGA representative; and reviewed the Settlement and memorandum of
4 understanding to make sure the terms were fair to the Class. Declaration of Noi Sai (“Sai Decl.”), ¶ 5.
5 In opposition to Plaintiff’s motions, Defendant publicly filed out of context employment reviews and
6 declarations incorrectly describing him as a dishonest and incompetent employee. *Id.* at ¶ 10. As a result
7 of Plaintiff’s involvement in this action, Plaintiff has had difficulty finding work in his field, even
8 though he was otherwise qualified for positions for which he applied. *Id.* at ¶ 11. Further, no action
9 would likely have been taken by Class Members individually, and no compensation would have been
10 recovered for them, but for Plaintiff’s services on behalf of the Class. Valle Decl., ¶ 19.

11 By actively pursuing this action, Plaintiff furthered the California public policy goal of enforcing
12 the State’s wage and hour laws. *See Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal. 4th 319, 340
13 (2004). The requested Service Award for Plaintiff’s service as the class representative and for a general
14 release of all employment claims is reasonable and should be preliminarily approved. Settlement
15 Agreement, § 5.1.1. At the final approval stage, Plaintiff will further support the request for the Service
16 by declarations addressing the factors for the award. Valle Decl., ¶ 21.

17 **D. The Requested Attorneys’ Fees and Costs**

18 The purpose of an attorneys’ fee award in class action litigation is to reward counsel who invested
19 in a case despite the risk of non-payment and achieved a substantial positive result for the class.
20 Attorneys’ fees are awarded as a matter of equity. California courts routinely award attorneys’ fees
21 equaling one-third or more of the potential value of the common fund. *See Chavez v. Netflix, Inc.*, 162
22 Cal. App. 4th 43, 66, n.11 (2008) (“Empirical studies show that, regardless of whether the percentage
23 method or the lodestar method is used, fee awards in class actions average around one-third of the
24 recovery”).

25 Plaintiff seeks appointment of Aegis Law Firm, PC as Class Counsel. The attorneys performed
26 significant work and expended litigation costs in prosecuting the matter with no guarantee of any
27 payment. Valle Decl., ¶ 35. Plaintiff’s Counsel seeks preliminary approval for \$950,000.00 in attorneys’
28 fees, which is up to one-third of the Gross Settlement Amount, and up to \$75,000.00 in reimbursement

1 of litigation costs. Given the work performed in this matter, the extensive information exchange, and
2 substantial recovery obtained on behalf of Plaintiff and the Class, Plaintiff's Counsel achieved a
3 settlement through efficient and diligent work. *See generally*, Valle Decl. At final approval, Plaintiff's
4 Counsel will fully brief the merits of its request for the award of attorneys' fees and litigation costs. *Id.*
5 at ¶ 36.

6 **V. CONCLUSION**

7 The Parties have negotiated a fair and reasonable Settlement of the class claims in light of the
8 risks present in this case. Plaintiff has appropriately presented the materials and information necessary
9 for preliminary approval, and therefore, respectfully requests that the Court preliminarily approve the
10 Settlement and schedule a date to conduct the final approval hearing.

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12 Dated: November 9, 2025

AEGIS LAW FIRM, PC

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14 By: /s/ Alex J. Valle
15 Alex J. Valle
16 Attorneys for Plaintiff
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